

AMENDED IN SENATE JULY 16, 2015

AMENDED IN SENATE JUNE 25, 2015

AMENDED IN ASSEMBLY APRIL 30, 2015

AMENDED IN ASSEMBLY MARCH 26, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

## **ASSEMBLY BILL**

**No. 1431**

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**Introduced by Assembly Member Gomez**

February 27, 2015

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An act to amend Section 20919.15 of, and to add and repeal Article 60.4 (commencing with Section 20919.20) of, Chapter 1 of Part 3 of Division 2 of the Public Contract Code, relating to local public contracting.

### **LEGISLATIVE COUNSEL'S DIGEST**

AB 1431, as amended, Gomez. Local Agency Public Construction Act: job order contracting.

Existing law, the Local Agency Public Construction Act, authorizes job order contracting, as provided, by the Los Angeles Unified School District (LAUSD), until December 31, 2020.

This bill would repeal the provisions relating to the LAUSD and would instead authorize job order contracting in a similar manner for school districts until January 1, 2022. The bill would restrict job order contracting pursuant to the bill to school districts that have entered into a project labor agreement or agreements, as defined, that will apply to all public works in excess of \$25,000 undertaken by the school district through at least December 31, 2021, regardless of what contracting procedure is used to award that work. The bill would require job order

contractors to submit a questionnaire to the school district containing specified information verified under oath. By expanding the crime of perjury, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 20919.15 of the Public Contract Code is  
2 amended to read:

3 20919.15. This article shall remain in effect only until January  
4 1, 2016, and as of that date is repealed, unless a later enacted  
5 statute, that is enacted before January 1, 2016, deletes or extends  
6 that date.

7 SEC. 2. Article 60.4 (commencing with Section 20919.20) is  
8 added to Chapter 1 of Part 3 of Division 2 of the Public Contract  
9 Code, to read:

10  
11 Article 60.4. Job Order Contracting for School Districts  
12

13 20919.20. The Legislature finds and declares all of the  
14 following:

15 (a) It is the intent of the Legislature, in enacting this article, to  
16 demonstrate an alternative and optional procedure for bidding of  
17 public works projects that is applicable only to school districts  
18 other than the Los Angeles Unified School District. The Legislature  
19 has previously authorized the use of this alternative and optional  
20 procedure in Article 60.3 (commencing with Section 20219) only  
21 for the Los Angeles Unified School District, which is using the  
22 procedure in conjunction with its project stabilization agreement.

23 (b) Districts should be able to utilize cost-effective options for  
24 the delivery of public works projects, in accordance with the  
25 national trend, which include authorizations in California, to allow  
26 public entities to utilize job order contracts as a project delivery  
27 method.

1 (c) The benefits of a job order contract project delivery system  
2 include accelerated completion of the projects, cost savings, and  
3 reduction of construction contracting complexity for the unified  
4 school district.

5 (d) The job order contracting approach should be used for the  
6 purposes of reducing project cost and expediting project  
7 completion.

8 (e) The Legislature is uncertain of the benefits and advantages  
9 of job order contracting for California school districts and therefore  
10 looks forward to the reports required by Section 20919.32 in order  
11 to fully and competently assess any further exemptions to the  
12 school contracting process.

13 (f) The availability of job order contracting as a project delivery  
14 method will not preclude the use of traditional methods of project  
15 delivery if a traditional method results in higher cost savings.

16 (g) It is the intent of the Legislature that job order contracts be  
17 competitively bid and awarded to the bidders providing the most  
18 qualified responsive bids. It is further the intent of the Legislature  
19 that school districts use the job order contract process pursuant to  
20 this article only if the school district has entered into a project  
21 labor agreement that meets the requirements of Section 2500 for  
22 all its public works projects.

23 20919.21. As used in this chapter:

24 (a) "Adjustment factor" means the job order contractor's  
25 competitively bid adjustment to the school district's prices as  
26 published in the unit price catalog.

27 (b) "Indefinite quantity" means one or more of the construction  
28 tasks listed in the unit price catalog.

29 (c) "Job order" means a firm, fixed priced, lump-sum order  
30 issued by the school district to a job order contractor for a definite  
31 project scope of work as compiled from the unit price catalog to  
32 be performed pursuant to a job order contract.

33 (d) "Job order contract" means a contract, awarded to a most  
34 qualified bidder as described in paragraph (1) of subdivision (b)  
35 of Section 20919.24, between the school district and a licensed,  
36 bonded, and general liability insured contractor in which the  
37 contractor agrees to a fixed period, fixed-unit price, and indefinite  
38 quantity contract that provides for the use of job orders for public  
39 works or maintenance projects.

1 (e) “Job order contract technical specifications” means a book,  
2 published by the school district, detailing the technical  
3 specifications with regard to quality of materials and workmanship  
4 to be used by the job order contractor in accomplishing the tasks  
5 listed in the unit price catalog.

6 (f) “Job order contractor” means a licensed, bonded, and general  
7 liability insured contractor awarded a job order contract.

8 (g) “Offer to perform work” means the job order contractor’s  
9 proposal for a specific job order.

10 (h) “Plans and specifications” means the unit price catalog and  
11 the job order contract technical specifications. The scope of work  
12 to be performed with a job order contract is potentially, but not  
13 necessarily, all the tasks published in the unit price catalog.

14 (i) “Project” means the specific requirements and work to be  
15 accomplished by the job order contractor in connection with an  
16 individual job order.

17 (j) “Project labor agreement” means an agreement that meets  
18 the requirements of Section 2500.

19 (k) “Project scope of work” means the document and related  
20 drawings, specifications, and writings referenced therein which  
21 together set forth the specific requirements and work to be  
22 accomplished by the job order contractor in connection with an  
23 individual job order.

24 (l) “Proposal” means the job order contractor prepared document  
25 quoting those construction tasks listed in the unit price catalog that  
26 the job order contractor requires to complete the project scope of  
27 work, together with the appropriate quantities of each task. The  
28 pricing of each task shall be accomplished by multiplying the  
29 construction task unit price by the proposed quantity and the  
30 contractor’s competitively bid adjustment factor. The proposal  
31 shall also contain a schedule for the completion of a specific project  
32 scope of work as requested by the school district. The proposal  
33 may also contain approved drawings, work schedule, permits, or  
34 other documentation as the school district may require for a specific  
35 job order.

36 (m) “Public works” has the same meaning as in Chapter 1  
37 (commencing with Section 1720) of Part 7 of Division 2 of the  
38 Labor Code.

39 (n) “Public works project” has the same meaning as “public  
40 project,” as defined in Section 22002.

1 (o) “Subcontractor” means any person, firm, or corporation,  
2 other than the employees of the job order contractor, who is bonded  
3 and general liability insured and who contracts to furnish labor,  
4 or labor and materials, at the worksite or in connection with a job  
5 order, whether directly or indirectly on behalf of the job order  
6 contractor.

7 (p) “School district” means any school district.

8 (q) “Unit price catalog” means a book containing specific  
9 construction tasks and the unit prices to install or demolish that  
10 construction. The listed tasks shall be based on generally accepted  
11 industry standards and information, where available, for various  
12 items of work to be performed by the job order contractor. The  
13 prices shall include the cost of materials, labor, and equipment for  
14 performing the items of work. The prices shall not include overhead  
15 and profit. All unit prices shall be developed using local prevailing  
16 wages.

17 20919.22. ~~Nothing in this article or in this code shall prohibit~~  
18 ~~the school district from utilizing job order contracting. Provisions~~  
19 *in this article only apply to school districts that choose to utilize*  
20 *job order contracting. A school district may utilize job order*  
21 *contracting, when permitted by this article, as an alternative to*  
22 *any contracting procedures that the school district is otherwise*  
23 *authorized or required by law to use.*

24 20919.23. (a) The school district may utilize job order  
25 contracting pursuant to this article only if the school district has  
26 entered into a project labor agreement or agreements that will apply  
27 to all public works in excess of twenty-five thousand dollars  
28 (\$25,000) undertaken by the school district through at least  
29 December 31, 2021, regardless of what contracting procedure is  
30 used to award that work.

31 (b) The school district shall prepare an execution plan for all  
32 modernization projects that may be eligible for job order  
33 contracting pursuant to this article. The school district shall select  
34 from that plan a sufficient number of projects to be initiated as job  
35 order contracts during each calendar year and shall determine for  
36 each selected project that job order contracting will reduce the  
37 total cost of that project. Job order contracting shall not be used if  
38 the school district finds that it will increase the total cost of the  
39 project.

1     20919.24. Bidding for job order contracts shall progress as  
2 follows:

3     (a) (1) The school district shall prepare a set of documents for  
4 job order contracts. The documents shall include a unit price  
5 catalog and preestablished unit prices, job order contract technical  
6 specifications, and any other information deemed necessary to  
7 describe adequately the school district's needs.

8     (2) Any architect, engineer, or consultant retained by the school  
9 district to assist in the development of the job order contract  
10 documents shall not be eligible to participate in the preparation of  
11 a bid with any job order contractor.

12     (b) Based on the documents prepared under subdivision (a), the  
13 school district shall prepare a request for bid that invites  
14 prequalified job order contractors to submit competitive sealed  
15 bids in the manner prescribed by the school district.

16     (1) (A) The prequalified job order contractors, as determined  
17 by the school district, shall bid one or more adjustment factors to  
18 the unit prices listed in the unit price catalog based on the job order  
19 contract technical specifications. Awards shall be made to the  
20 prequalified bidders that the school district determines to be the  
21 most qualified based upon preestablished criteria made by the  
22 school district. The prequalified bidders must be in compliance  
23 with the school district's project labor agreement.

24     (B) Compliance shall constitute no more than three major  
25 violations on any school district projects within the last three years.  
26 If a contractor has more than three violations within a three-year  
27 period of time, the school district shall seek administrative review  
28 of the violations. Violations will include, but are not limited to,  
29 the following:

30     (i) Failure to register core workers with the appropriate building  
31 trade union.

32     (ii) Failure to assign apprentices in accordance with Section  
33 1777.5 of the Labor Code.

34     (iii) Failure to comply with subdivision (c) of Section 20919.25.

35     (iv) Incorrect assignment of work in accordance with the school  
36 district's project labor agreement.

37     (2) The school district may award multiple job order contracts  
38 through a request for bid. Job order contracts shall be awarded to  
39 the most qualified prequalified bidders described in this  
40 subdivision.

1 (3) The request for bids may encourage the participation of local  
2 construction firms and the use of local subcontractors.

3 (c) (1) The school district shall establish a procedure to  
4 prequalify job order contractors using a standard questionnaire  
5 that includes, at a minimum, the issues covered by the standardized  
6 questionnaire and model guidelines for rating bidders developed  
7 by the Department of Industrial Relations pursuant to subdivision  
8 (a) of Section 20101. This questionnaire shall require information  
9 including, but not limited to, all of the following:

10 (A) If the job order contractor is a partnership, limited  
11 partnership, or other association, a listing of all of the partners or  
12 association members known at the time of bid submission who  
13 will participate in the job order contract.

14 (B) Evidence that the members of the job order contractor have  
15 the capacity to complete projects of similar size, scope, or  
16 complexity, and that proposed key personnel have sufficient  
17 experience and training to competently manage the construction  
18 of the project, as well as a financial statement that assures the  
19 school district that the job order contractor has the capacity to  
20 complete the project.

21 (C) The licenses, registration, and credentials required to  
22 perform construction, including, but not limited to, information  
23 on the revocation or suspension of any license, credential, or  
24 registration.

25 (D) Evidence that establishes that the job order contractor has  
26 the capacity to obtain all required payment and performance  
27 bonding and liability insurance.

28 (E) Information concerning workers' compensation experience  
29 history, worker safety programs, and apprenticeship programs.

30 ~~(i) An acceptable safety record as determined by the school~~  
31 ~~district. In its determination, the school district shall consider, but~~  
32 ~~is not required to find, a contractor's safety record as acceptable~~  
33 ~~if its experience modification rate for the most recent three-year~~  
34 ~~period is an average of 1.00 or less, and its average total recordable~~  
35 ~~injury/illness rate and average lost work rate for the most recent~~  
36 ~~three-year period do not exceed the applicable statistical standards~~  
37 ~~for its business category or if the contractor is a party to an~~  
38 ~~alternative dispute resolution system as provided for in Section~~  
39 ~~3201.5 of the Labor Code.~~

~~(ii) Skilled labor force availability as determined by the existence of an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated apprentices in each of the preceding five years. This graduation training for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft within the five years prior to the effective date of this article.~~

(F) A full disclosure regarding all of the following that are applicable:

(i) Any serious or willful violation of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596), settled against any member of the job order contractor.

(ii) Any debarment, disqualification, or removal from a federal, state, or local government public works project.

(iii) Any instance where the job order contractor, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive, or were found by an awarding body not to be a responsible bidder.

(iv) Any instance where the job order contractor, or its owners, officers, or managing employees defaulted on a construction contract.

(v) Any violations of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or of Federal Insurance Contribution Act (FICA) withholding requirements settled against any member of the job order contractor.

(vi) Any bankruptcy or receivership of any member of the job order contractor, including, but not limited to, information concerning any work completed by a surety.

(vii) Any settled adverse claims, disputes, or lawsuits between the owner of a public works project and any member of the job order contractor during the five years preceding submission of a bid under this article, in which the claim, settlement, or judgment exceeds fifty thousand dollars (\$50,000). Information shall also



1 be provided concerning any work completed by a surety during  
2 this period.

3 (G) In the case of a partnership or any association that is not a  
4 legal entity, a copy of the agreement creating the partnership or  
5 association and specifying that all partners or association members  
6 agree to be fully liable for the performance under the job order  
7 contract.

8 (2) The information required under this subdivision shall be  
9 verified under oath by the entity and its members in the manner  
10 in which civil pleadings in civil actions are verified. Information  
11 that is not a public record under the California Public Records Act  
12 (Chapter 3.5 (commencing with Section 6250) of Division 7 of  
13 Title 1 of the Government Code) shall not be open to public  
14 inspection.

15 20919.25. (a) The maximum total dollar amount that may be  
16 awarded under a single job order contract shall not exceed five  
17 million dollars (\$5,000,000) in the first term of the job order  
18 contract and, if extended or renewed pursuant to subdivision (b),  
19 a maximum of ten million dollars (\$10,000,000) over the  
20 subsequent two terms of the job order contract.

21 (b) Job order contracts may be executed for an initial contract  
22 term of no more than 12 months, with the option of extending or  
23 renewing the job order contract for two 12-month periods. The  
24 term of the job order contract shall be for the contract term or  
25 whenever the maximum value of the contract is achieved,  
26 whichever is less. All extensions or renewals shall be priced as  
27 provided in the request for bids. The extension or renewal shall  
28 be mutually agreed to by the school district and the job order  
29 contractor.

30 (c) The school district may issue job orders to the job order  
31 contractor that has been awarded the job order contract. The job  
32 order issued to the job order contractor shall not commence for  
33 seven days from the time the job order was issued and the job order  
34 contractor shall provide a minimum of seven days' notice for the  
35 addition of any subcontractor or substitution of any subcontractor  
36 as described in subdivision (e) of Section 20919.26. The job order  
37 shall be based on a project scope of work prepared by the school  
38 district as well as a proposal from the job order contractor who is  
39 awarded the job order contract. No single job order may exceed  
40 one million dollars (\$1,000,000).

(d) The amounts specified in subdivisions (a) and (c) shall be adjusted on January 1, 2016, as if this section was operative beginning January 1, 2004, to reflect the percentage change in the California Consumer Price Index, and shall be adjusted each January 1 thereafter to reflect the percentage change in the California Consumer Price Index.

(e) It is unlawful to split or separate into smaller job orders any project for the purpose of evading the cost limitation provisions of this chapter.

(f) All work performed under the job order contract shall be covered by a project labor agreement.

(g) Any change or alteration to a job order shall be in compliance with Section 20118.4.

20919.26. (a) All work bid under the job order contract shall comply with Chapter 4 (commencing with Section 4100) of Part 1 and is subject to all of the penalties and provisions set forth in that chapter.

(b) For purposes of this article, if the primary job order contractor chooses to use subcontractors, the primary job order contractor is required to verify that the subcontractors possess the appropriate licenses and credentials required to perform construction.

(c) Notwithstanding subdivision (a), the primary job order contractor may use subcontractors that are not listed at the time the job order is issued if the work to be performed under that job order is less than ten thousand dollars (\$10,000).

(d) If the primary job order contractor chooses to use a subcontractor that is not listed at the time of bid to perform work on a job order, all of the following apply:

(1) The primary job order contractor shall provide public notice of the availability of work to be subcontracted by trade. The public notice shall include the scope of work; the project location; the name, address, and the telephone number of the primary job order contractor; and the closing date, time, and location for sealed bids to be submitted.

(2) The primary job order contractor shall take sealed bids from the subcontractors solicited for the proposal. These bids shall be publicly opened at a prescribed time and place by the primary job order contractor. After the bids are opened, the job order contractor shall notify the school district which subcontractor was selected.

1 (3) The notification shall include every subcontractor for all  
2 tiers and must establish the authorized subcontractor list for the  
3 job order. Work shall not commence prior to seven days' notice  
4 of the established subcontractor list and the subsequent addition  
5 of any subcontractor to the job order.

6 (4) The notification shall identify the scope of the work to be  
7 performed by each subcontractor to the job order, broken down  
8 by craft. If a subcontractor performs multiple crafts, the job order  
9 contractor shall identify the work of each craft to be performed.

10 (e) If the primary job order contractor chooses to make a  
11 substitution to the subcontractor list, the primary job order  
12 contractor shall provide a minimum of seven days' notice to the  
13 school district along with justification as to the need for the  
14 substitution. The school district may request a hearing to evaluate  
15 the substitution request, which shall be in accordance with Chapter  
16 4 (commencing with Section 4100) of Part 1.

17 (f) If the school district determines that there has been a violation  
18 of Chapter 4 (commencing with Section 4100) of Part 1, including  
19 bid shopping by the primary job order contractor, the school district  
20 may terminate the job order or the contractor may lose  
21 authorization to proceed with awarded work subject to the school  
22 district's administrative due process review, if such review is  
23 established pursuant to the school district's project labor agreement.  
24 If the school district determines that a job order contractor has  
25 violated any provision set forth in Chapter 4 (commencing with  
26 Section 4100) of Part 1, the school district may declare the  
27 contractor ineligible for future job orders and may result in a loss  
28 of prequalification status for a period of time to be determined by  
29 the school district.

30 20919.27. (a) A job order contract shall set forth in the general  
31 conditions of the job order contract the party or parties responsible  
32 for seeing that the provisions of Article 2 (commencing with  
33 Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor  
34 Code are complied with.

35 (b) For purposes of job order contracting, prevailing wages  
36 when required to be paid shall apply to all work ordered under the  
37 job order contract regardless of thresholds set forth in Section  
38 1771.5 of the Labor Code.

39 (c) The job order contractor shall pay the prevailing wage in  
40 effect at the time the job order is issued by the school district and

1 all increases as published by the Department of Industrial Relations  
2 for the term of the job order contract, including all overtime,  
3 holiday, and shift provisions published by the Department of  
4 Industrial Relations.

5 (d) The school district shall designate one individual to act as  
6 a monitor to inspect job sites for labor compliance violations at  
7 the request of the designated labor representative in its project  
8 labor agreement.

9 20919.28. A willful violation of Section 20919.26 occurs when  
10 the job order contractor or subcontractor knew or reasonably should  
11 have known of his or her obligations under the public works law  
12 and deliberately fails or refuses to comply with its provisions. The  
13 school district using job order contracting shall publish and  
14 distribute to the Labor Commissioner a list of all job order  
15 contractors or subcontractors who violate this provision and the  
16 school district shall not award a job order contract or any future  
17 job orders under an existing job order contract to any contractor  
18 or subcontractor who violates this provision during the effective  
19 period of debarment of the contractor or subcontractor.

20 20919.29. For purposes of employment of apprentices on job  
21 order contracts, when the individual job order involves more than  
22 thirty thousand dollars (\$30,000) or 20 working days, all general  
23 contractors or subcontractors shall at all times be in compliance  
24 with Section 1777.5 of the Labor Code and shall comply with the  
25 following:

26 (a) Prior to commencing work on an individual job order, every  
27 contractor shall submit job order award information to an  
28 applicable apprenticeship program that can supply apprentices to  
29 the site of the job order. The information submitted shall include  
30 an estimate of the journeyman hours to be performed under the  
31 contract, the number of apprenticeships proposed to be employed,  
32 and the approximate dates the apprentices would be employed. A  
33 copy of this information shall also be submitted to the awarding  
34 agency if requested by the awarding agency.

35 (b) The ratio of work performed by apprentices to journeymen  
36 employed in a particular craft or trade on the job order may be no  
37 higher than the ratio stipulated in the apprenticeship standard under  
38 which the apprenticeship program operates where the job order  
39 contractor agrees to be bound by those standards but, except as  
40 otherwise provided in Section 1777.5 of the Labor Code, in no

1 case shall the ratio be less than one hour of apprenticeship work  
2 for every five hours of journeyman work.

3 (c) Every apprentice employed under the job order contract shall  
4 be paid the prevailing rate of per diem wages for apprentices in  
5 the trade to which he or she is registered and shall be employed  
6 only at the work of the craft or trade to which he or she is  
7 registered.

8 (d) Every apprentice employed under the job order contract  
9 shall be hired from the local joint labor management apprenticeship  
10 committee that has jurisdiction in the geographic area of the  
11 project.

12 20919.30. A job order contractor or subcontractor that  
13 knowingly violates the provisions involving employment of  
14 apprentices shall forfeit as a civil penalty an amount not exceeding  
15 one hundred dollars (\$100) for each full calendar day of  
16 noncompliance. The amount of this penalty shall be based on  
17 consideration of whether the violation was a good faith mistake  
18 due to inadvertence. A contractor or subcontractor that knowingly  
19 commits a second or subsequent violation of the provisions  
20 involving employment of apprentices within a three-year period  
21 where the noncompliance results in apprenticeship training not  
22 being provided as required, shall forfeit as a civil penalty a sum  
23 of not more than three hundred dollars (\$300) for each full calendar  
24 day of noncompliance and shall not be awarded any further job  
25 orders under the job order contract and shall be precluded for a  
26 period of one year from bidding on any future job order contracts.

27 20919.31. In order to prevent fraud, waste, and abuse, the  
28 school district adopting job order contracting shall do all of the  
29 following:

30 (a) Prepare for each individual job order developed under a job  
31 order contract an independent school district estimate. The estimate  
32 will be prepared prior to the receipt of the contractor's offer to  
33 perform work and will be compared to the contractor's proposed  
34 price to determine the reasonableness of that price before issuance  
35 of any job order. The basis for any adjustments to the school district  
36 estimate is to be documented. In the event that the contractor's  
37 proposal for a given job order is found to be unreasonable, not cost  
38 effective, or undesirable, the school district is under no obligation  
39 to issue the job order to the job order contractor, and may instead  
40 utilize any other available procurement procedures.

1 (b) The school district shall not issue a job order until the job  
2 order has been reviewed and approved by the appropriate level of  
3 management.

4 (c) Once a job order has been issued, all documents pertaining  
5 to preparation and approval of the job order, including the  
6 independent school district estimate, shall be available for public  
7 review.

8 ~~20919.32. If the school district adopts the job order contracting~~  
9 ~~process, the school district shall submit to the Office of Public~~  
10 ~~School Construction in the Department of General Services, the~~  
11 ~~Senate Committee on Business, Professions and Economic~~  
12 ~~Development and Assembly Committee on Business, Professions~~  
13 ~~and Consumer Protection, the Senate and Assembly Committees~~  
14 ~~on Education, and the Joint Legislative Budget Committee before~~  
15 ~~December 31, 2019, a report containing a description of each job~~  
16 ~~order contract procured, and the work under each contract~~  
17 ~~completed on or before June 30, 2019. The report shall be prepared~~  
18 ~~by an independent third party and the school district shall pay for~~  
19 ~~the cost of the report. The report shall include, but not be limited~~  
20 ~~to, all of the following information:~~

21 ~~(a) A listing of all projects completed under each job order~~  
22 ~~contract.~~

23 ~~(b) The job order contractor that was awarded each contract.~~

24 ~~(c) The estimated and actual project costs.~~

25 ~~(d) The estimated procurement time savings.~~

26 ~~(e) A description of any written protests concerning any aspect~~  
27 ~~of the solicitation, bid, proposal, or award of the job order contract,~~  
28 ~~including, but not limited to, the resolution of the protests.~~

29 ~~(f) An assessment of the prequalification process and criteria.~~

30 ~~(g) A description of the labor force compliance program required~~  
31 ~~under Section 20919.24, and an assessment of the impact on a~~  
32 ~~project where compliance with that program is required.~~

33 ~~(h) Recommendations regarding the most appropriate uses for~~  
34 ~~the job order contract process.~~

35 ~~20919.33.~~

36 ~~20919.32.~~ A school district that adopts the job order contracting  
37 process shall also adopt a payment resolution process which may  
38 include, but not be limited to, the convening of a payment  
39 resolution committee.

1     ~~20919.34.~~

2     20919.33. This article shall remain in effect only until January  
3 1, 2022, and as of that date is repealed, unless a later enacted  
4 statute, that is enacted before January 1, 2022, deletes or extends  
5 that date.

6     SEC. 3. No reimbursement is required by this act pursuant to  
7 Section 6 of Article XIII B of the California Constitution because  
8 the only costs that may be incurred by a local agency or school  
9 district will be incurred because this act creates a new crime or  
10 infraction, eliminates a crime or infraction, or changes the penalty  
11 for a crime or infraction, within the meaning of Section 17556 of  
12 the Government Code, or changes the definition of a crime within  
13 the meaning of Section 6 of Article XIII B of the California  
14 Constitution.